

BID FORM**MISSOURI DEPARTMENT OF TRANSPORTATION**

GENERAL SERVICES
2309 Barrett Station Road
Ballwin, MO 63021

| | |
|-------------|---------------|
| REQUEST NO. | D612-001-RB |
| DATE | June 21, 2011 |
| PAGE NO. | 1 OF PGS. 23 |

SEALED BIDS, SUBJECT TO THE ATTACHED CONDITIONS
WILL BE RECEIVED AT THIS OFFICE UNTIL

10:00 A.M., CT. July 7, 2011

AND THEN PUBLICLY OPENED AND READ FOR FURNISHING
THE FOLLOWING SUPPLIES OR SERVICES.

**BIDS TO BE BASED F.O.B. MISSOURI DEPARTMENT OF
TRANSPORTATION**

Submit net bid as cash discount stipulations will not be considered

FOB Destination:
MoDOT Procurement Office
2309 Barrett Station Road
Ballwin, MO 63021
Attn: Athena Nance

| | | |
|---------------------|--|---|
| BUYER: | Athena L. Nance Sr. Procurement Agent | MoDOT web site: http://www.modot.mo.gov/business/contractor_resources/Commodities.htm |
| BUYER EMAIL: | Athena.nance@modot.mo.gov | BUYER TELEPHONE: (314) 301-1440 |

Description

This solicitation seeks bids from qualified companies who can provide temporary personnel services in assorted categories as described in bid package for MoDOT St. Louis Metro Area. Award of this bid may be issued on a multiple award basis by County using 'the lowest and best' principle of award(s). Separate evaluations shall be conducted for each County. In the event the low bidder is unable to provide qualified personnel at time of scheduling, the next lowest bidder may be utilized.

CONTRACT START Notice to Proceed THROUGH JUNE 30, 2012 WITH OPTIONS TO RENEW

Note to Respondent: A vendor must be in compliance with the laws regarding conducting business in the State of Missouri. The compliance to conduct business in the state shall include but may not be limited to: Registration of business name, vendors MUST submit a bid/proposal that correctly and accurately identifies the company name that is registered to do business in the State of Missouri. The Missouri Department of Transportation reserves the right to reject any or all bids, and to accept or reject any items thereon and to waive technicalities. All bids must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

RETURN BID IN SEALED ENVELOPE TO ADDRESS SHOWN ABOVE

In compliance with the above invitation for bids, and subject to all conditions thereof, the undersigned bidder agrees to furnish and deliver in which prices were bid within 30 days after receipt of formal purchase order or contract.

| | | | |
|-------------------------|-------|------------------------|-------|
| Date: | _____ | Firm Name: | _____ |
| Telephone No.: | _____ | Address: | _____ |
| Fax No.: | _____ | | _____ |
| Federal I.D. No. | _____ | By (Signature): | _____ |
| Email Address: | _____ | Type/Print Name | _____ |
| | | Title: | _____ |

1. INTRODUCTION and General information

1.1 Introduction:

- 1.1.1 This Request for Bid (RFB) seeks bids from qualified organizations to Temporary Personnel Services located in St. Louis, Missouri and surrounding counties with an effective contract period of Notice to through June 30, 2012, to the Missouri Highways and Transportation Commission (MHTC) and Missouri Department of Transportation (MoDOT). Each bid must be in a sealed envelope, be mailed or delivered by courier to the RFB Coordinator at the below listed address, on or before the date and time listed herein for receipt of bids/proposals. All questions regarding the RFB shall be submitted to the RFB Coordinator no later than June 30, 2011. **Bids must be returned to the office of the RFB Coordinator no later than 10:00 a.m CDT or CDST, July 7, 2011 marked "Temporary Personnel Services"**

RFB COORDINATOR:

**Athena Nance, Senior Procurement Agent
Missouri Department of Transportation, General Services
2309 Barrett Station Road
Ballwin, MO 63021**

PHONE: 314.301.1440

FAX: 314.301.1437 or alternate fax, 573.526.0016

1.2 General Information:

- 1.2.1 This document constitutes an invitation for competitive, sealed bids for the procurement of Temporary Personnel Services as set forth herein.

- 1.2.2 Organization: This RFB is divided into the following parts:

- 1) Introduction and General Information
- 2) Scope of Work
- 3) Pricing Page(s)*
- 4) Exhibit A – Prior Experience*
- 5) Attachment #1 – Description of Position per Category
5a) Optional Security Clearance Form*
- 6) Vendor Information and Preference Certification Form*
- 7) Anti-Collusion Statement Form*
- 8) Annual Worker Eligibility Verification Affidavit*
- 9) Applicant Affidavit for Sole Proprietorship or Partnership*
- 10) Terms and Condition

****Return signed and/or notarized in sealed bid envelope***

2. SCOPE OF WORK

2.1 General Requirements:

The contractor shall provide temporary laborer services for MoDOT in accordance with the provisions and requirements stated herein.

The contractor shall provide services on an as needed, if needed basis. MoDOT does not guarantee any usage of the contract whatsoever.

The contractor shall agree and understand that the contract shall not be construed as an exclusive arrangement and if it is in the best interest of MoDOT, MoDOT may at its own discretion, obtain alternate services elsewhere.

The contractor shall provide services for the location(s) indicated in the Notice of Award section of the contract. For purposes of this document, location shall be defined as a county identified on the Pricing Page and the surrounding areas.

Personnel Requirements:

The contractor shall provide temporary personnel who meet the minimum requirements shown on Attachment 1 for all of the personnel classifications listed on Attachment #1. The contractor shall provide temporary personnel for all the personnel classifications requested by MoDOT, which may include more than one (1) temporary personnel at a time.

The contractor shall provide temporary personnel for the personnel classification requested anytime of the day, any day of the week, and at the place designated by MoDOT. Personnel will report to work location as specified by MoDOT at the time of request for personnel.

MoDOT anticipates that the majority of services shall be required between the hours of 7:00 a.m. and 5:00 p.m., Mondays through Fridays.

The contractor shall not provide temporary personnel on New Year's Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving, or Christmas unless requested by MoDOT and agreeable to the contractor.

The contractor's temporary personnel shall be subject to the rules, regulations, and policies of MoDOT.

The contractor's temporary personnel must meet the approval of the MoDOT.

If requested by MoDOT, the contractor shall replace any temporary person with whom MoDOT is not satisfied.

At the request of MoDOT, the contractor shall provide references, resumes, and/or test scores for temporary personnel. MoDOT reserves the right to conduct interviews with selected temporary personnel after review of such information.

MoDOT reserves the right to reject any or all of the temporary personnel selected by the contractor as unacceptable. If requested by the contractor, MoDOT shall provide the contractor with justification for each rejection.

If requested by MoDOT, the contractor's temporary personnel must have a security clearance approved by MoDOT prior to providing services for MoDOT. The contractor shall request and receive the security clearance information from the State Highway Patrol for each of the contractor's temporary personnel that would be providing service.

By no later than five (5) calendar days after notification by MoDOT, the contractor shall provide MoDOT with a completed Authorization for Release of Information Form (Attachment #2) individually signed by the contractor and the anticipated personnel who shall be providing service.

If requested by MoDOT and mutually agreeable to the contractor, the contractor shall provide a temporary person to travel to another location in order to complete or continue providing services already started by such temporary person.

MoDOT Requirements:

In the event multiple contracts exist for a particular location, MoDOT shall utilize the services of the lowest priced contractor for the required personnel classification. In the event the lowest priced contractor is unable to provide the required services due to unavailability of a qualified temporary person or the determination by MoDOT of unacceptable temporary personnel, MoDOT shall contact the next lowest priced contractor.

MoDOT shall attempt to provide the contractor with at least one (1) day notice when temporary personnel shall be required.

If less than one (1) day notice is provided by MoDOT, the contractor may refuse to provide the personnel if qualified temporary personnel are not available. The contractor must notify the MoDOT as soon as possible if qualified temporary personnel are not available.

MoDOT shall attempt to provide at least two (2) hour notice to the contractor of a cancellation of services previously requested.

Each time the contractor's services are required, MoDOT shall attempt to utilize the temporary person provided for a minimum of two (2) continuous hours.

MoDOT shall provide all necessary supplies, equipment, and work area for the temporary personnel provided by the contractor.

MoDOT shall not employ a temporary person furnished by the contractor to provide temporary services for a period of ninety (90) calendar days following the initial placement of the person, unless the contractor agrees to the hiring program as indicated on the Pricing Page.

Except for the ninety (90) calendar day limit stated herein, the contractor shall not prohibit, restrict, or further limit MoDOT from employing temporary personnel furnished by the contractor to provide temporary services. In the event MoDOT hires such temporary personnel after ninety (90) calendar days following the initial placement, MoDOT shall not pay any fee, penalty, liquidated damages, etc. to the contractor.

Additional Requirements:

The contractor shall provide services to the sole satisfaction of MoDOT.

In accordance with all applicable laws, regulations, and procedures, the contractor and the temporary personnel provided by the contractor shall maintain strict confidentiality of all information and records which the contractor or the temporary personnel provided by the contractor may come in contact with or be privy to in the course of providing services. The contractor and the temporary personnel provided by the contractor shall affirm, in writing, that confidential information shall not be disclosed either during or after the provision of services or following the termination of the temporary persons employment/association with the contractor.

If requested by the MoDOT, the contractor shall provide monthly usage reports. The following information should be provided for the month for each personnel classification: 1) the name of the temporary personnel providing service to MoDOT, 2) a breakdown by location, and 3) the number of personnel and service hours (e.g. start date and hours of service).

Invoicing and Payment Requirements:

The contractor shall submit a weekly invoice at the address specified by MoDOT.

The invoice must state the names and personnel classification titles of all temporary personnel providing service for MoDOT during the week, and the number of hours of service provided by each person.

MoDOT shall pay the contractor in accordance with the applicable firm, fixed price stated on the Pricing Page for services actually provided.

For each hour of service provided in excess of forty (40) hours per week or for each hour of service provided on one (1) of the holidays specified herein pursuant to MoDOT's request or approval, shall pay the contractor one and one-half (1-1/2) the applicable firm, fixed price per hour. For each hour of service provided on holidays not specified herein, MoDOT shall pay the contractor the applicable firm, fixed price per hour.

The pay of one and one-half (1-1/2) the applicable firm, fixed price per hour shall only be paid if the temporary person worked in excess of forty (40) hours per week for MoDOT.

In the event the MoDOT fails to provide two (2) hour notice of a cancellation, MoDOT shall pay the contractor for two (2) hours of service.

In the event less than two (2) hours of service are requested, MoDOT shall pay the contractor for two (2) hours.

In the event fewer hours of service are provided than originally requested by MoDOT, the contractor shall be paid as follows:

If eight (8) hours or less service are requested and provided, the contractor shall be paid for the amount of service requested.

If more than eight (8) hours of service are provided, the contractor shall be paid for the actual number of hours of service provided.

Other than the payments and reimbursements specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever.

Other Contractual Requirements:

Contract: A binding contract shall consist of: (1) the RFB and any amendments thereto, (2) the contractor's response (bid) to the RFB, (3) clarification of the quote, if any, and (4) the Missouri Highway and Transportation Commission acceptance of the quote by "notice of award" or by "purchase order". All Exhibits and Attachments included in the RFB shall be incorporated into the contract by reference.

The notice of award does not constitute a directive to proceed. Before providing equipment, supplies and/or services, the contractor must receive a properly authorized purchase order.

The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.

Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Missouri Highway and Transportation Commission or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence from the state agency, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

Contract Period: The original contract period shall be as stated in the Request for Bid (RFB). The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period. MoDOT shall have the right, at its sole option, to renew the contract for two (2) additional one-year periods, or any portion thereof. In the event MoDOT exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period, pursuant to applicable option clauses of this document.

Renewal Periods: If the option for renewal is exercised by the MoDOT, the contractor shall agree that the prices for the renewal period shall not exceed the maximum price for the applicable renewal period stated on the Pricing Page of the contract.

If renewal prices are not provided, then prices during renewal periods shall be the same as during the original contract period. Thirty (30) day notice of any pricing adjustments must be given to MoDOT.

MoDOT does not automatically exercise its option for renewal based upon the maximum price and reserves the right to offer or to request renewal of the contract at a price less than the maximum price stated.

Termination: MoDOT reserves the right to terminate the contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. The contractor shall be entitled to receive just and equitable compensation for services and/or supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination.

Contractor Liability: The contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act. The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.

The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.

Subcontractors: Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and MoDOT and to ensure that MoDOT is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between MoDOT and the contractor. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract. The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein. The contractor must obtain acknowledgement from MoDOT prior to establishing any new subcontracting arrangements and before changing any subcontractors.

Insurance: The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract.

Contractor Status: The contractor represents himself or herself to be an independent contractor offering such services to the general public and shall not represent himself/herself or his/her employees to be an employee of the State of Missouri. Therefore, the contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the State of Missouri, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.

Coordination: The contractor shall fully coordinate all contract activities with those activities of MoDOT. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to MoDOT throughout the effective period of the contract.

Property of State: All reports, documentation, and material developed or acquired by the contractor, as a direct requirement specified in the contract shall become the property of the State of Missouri. The contractor shall agree and understand that all discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the state agency.

Substitution of Personnel: The contractor agrees and understands that MoDOT's agreement to the contract is predicated in part on the utilization of the specific individual(s) identified in the bid. Therefore, the contractor agrees that no substitution of such specific individual(s) and/or personnel qualifications shall be made without the prior written approval of the state agency. The contractor further agrees that any substitution made pursuant to this paragraph must be equal or better than originally proposed and that the state agency's approval of a substitution shall not be construed as an acceptance of the substitution's performance potential. The State of Missouri agrees that an approval of a substitution will not be unreasonably withheld.

Separate evaluations shall be conducted for each location.

Cost Evaluation- An objective evaluation of cost shall be computed using the following quantities for each potential contract period.

| Quantity | Description |
|----------|--------------------|
| 70 | Laborer |
| 10 | Maintenance Worker |
| 2 | Custodial Worker |
| 3 | Clerk |
| 2 | Senior Clerk |
| 1 | Technician |
| 1 | Hiring Fee |

Bidders shall agree and understand that the quantities used in the evaluation of cost are provided solely to document how cost will be evaluated. The State of Missouri makes no guarantee regarding the accuracy of the quantities stated nor does the State of Missouri intend to imply that the figures used for the cost evaluation in any way reflect actual nor anticipated usage.

Responsible and Reliability Determination - The bidder should submit any of, but not limited to, the information requested herein in order to demonstrate the responsibility and reliability of the bidder. Failure of the bidder to submit sufficient information to document that the bidder is responsive and responsible may cause an adverse impact on the evaluation of the bid.

The bidder should provide, on Exhibit A or in any other format, the information listed below related to previous and current services/contracts performed by the bidder's organization and any proposed subcontractors which are similar to the requirements of this document. If the contact person listed on Exhibit A is not available or is otherwise unable to be reached during the evaluation, the listed experience may not be considered.

Name, address, and telephone number of client/contracting agency and a representative of that client/agency who may be contacted for verification of all information submitted;
Dates of the service/contract; and
A brief, written description of the specific prior services performed and requirements thereof.

If references for current and/or previous contracts are not identified in the bid, MoDOT may request that the bidder identify one or more references. MoDOT must receive the reference(s) within twenty-four hours of the request. Failure of the bidder to identify one or more references may result in the bid being rejected.

Business Compliance - The bidder must be in compliance with the laws regarding conducting business in the State of Missouri. The bidder certifies by signing the signature page of this original document and any amendment signature page(s) that the bidder and any proposed subcontractors are presently in compliance with such laws. The bidder shall provide documentation of compliance upon request by the MoDOT. The compliance to conduct business in the state shall include, but not necessarily be limited to:

Registration of business name (if applicable)
Certificate of authority to transact business/certificate of good standing (if applicable)
Taxes (e.g., city/county/state/federal)
State and local certifications (e.g., professions/occupations/activities)
Licenses and permits (e.g., city/county license, sales permits)
Insurance (e.g., worker's compensation/unemployment compensation)

Miscellaneous Information - *The bidder should indicate whether the bidder and/or any of the owners of the bidder's organization are currently an employee of the State of Missouri, a member of the General Assembly, a member of the Missouri Highway and Transportation Commission, or a statewide elected official.*

Contract Award - *The State of Missouri reserves the right to make more than one (1) award per location. Such awards shall be made only to those bidders who have been documented as being responsive and responsible.*

3. PRICING PAGE

Temporary Services – For each location proposed, the bidder shall provide a firm, fixed price for each personnel classification in the table below for the original contract period and a maximum price for each personnel classification for each potential renewal period for providing the services in accordance with the provisions and requirements of this Request for Bid.

| Item No. | Personnel Classification | Original Contract Period | First Renewal Period | Second Renewal Period |
|------------------------------------|--------------------------|-----------------------------------|-------------------------------|-------------------------------|
| | <i>C/S Code: 96429</i> | <i>Firm, Fixed Price Per Hour</i> | <i>Maximum Price Per Hour</i> | <i>Maximum Price Per Hour</i> |
| ST. LOUIS CITY & COUNTY | | | | |
| 001 | Laborer | \$ | \$ | \$ |
| 002 | Maintenance Worker | \$ | \$ | \$ |
| 003 | Custodial Worker | \$ | \$ | \$ |
| 004 | Clerk | \$ | \$ | \$ |
| 005 | Senior Clerk | \$ | \$ | \$ |
| 006 | Technician | \$ | \$ | \$ |
| ST. CHARLES COUNTY | | | | |
| 007 | Laborer | \$ | \$ | \$ |
| 008 | Maintenance Worker | \$ | \$ | \$ |
| 009 | Custodial Worker | \$ | \$ | \$ |
| 010 | Clerk | \$ | \$ | \$ |
| 011 | Senior Clerk | \$ | \$ | \$ |
| 012 | Technician | \$ | \$ | \$ |
| JEFFERSON COUNTY | | | | |
| 013 | Laborer | \$ | \$ | \$ |
| 014 | Maintenance Worker | \$ | \$ | \$ |
| 015 | Custodial Worker | \$ | \$ | \$ |
| 016 | Clerk | \$ | \$ | \$ |
| 017 | Senior Clerk | \$ | \$ | \$ |
| 018 | Technician | \$ | \$ | \$ |
| FRANKLIN COUNTY | | | | |
| 019 | Laborer | \$ | \$ | \$ |
| 020 | Maintenance Worker | \$ | \$ | \$ |
| 021 | Custodial Worker | \$ | \$ | \$ |
| 022 | Clerk | \$ | \$ | \$ |
| 023 | Senior Clerk | \$ | \$ | \$ |
| 024 | Technician | \$ | \$ | \$ |

Hiring Fee - If the bidder charges a fee for the hiring of a temporary person by a state agency less than ninety (90) calendar days after such person was initially placed as a temporary per the requirements, the bidder shall state the applicable charge in the space below. If left blank, the State of Missouri shall assume there is not a fee for such. (c/s code: 96429- item number 190)

Line Item 190 \$_____ fee for hiring a temporary person less than ninety (90) calendar days after initial placement

4. EXHIBIT A -PRIOR EXPERIENCE OF BIDDER

The bidder should copy and complete this form for each reference being submitted as demonstration of the bidder and subcontractor's prior experience. In addition, the bidder is advised that if the contact person listed for the reference is unable to be reached during the evaluation, the listed experience may not be considered.

| | |
|--|--|
| Bidder/Subcontractor Name: | |
| Reference Information (Prior Services Performed For:) | |
| Name of Reference Company: | |
| Address of Reference Company: | |
| Reference Contact Person Name: | |
| Contact Person Phone # | |
| Contact Person e-mail address: | |
| Dates of Prior Services: | |
| Dollar Value of Prior Services | |
| Description of Prior Services Performed | |

As the contact person for the reference provided above, my signature below verifies that the information presented on this form is accurate. I am available for contact by the State of Missouri for additional discussions regarding my/my company's association with the bidder referenced above:

Signature of Reference Contact Person

Date of Signature

5. Attachment #1 Descriptions

LABORER

DUTIES: Picks up litter and places in trash bags, loads and unloads trash, garbage, sand, dirt, or building materials, removes snow and ice from walks and roads, operate small weed trimmers, performs manual work as an assistant to a maintenance, janitor, fireman or engineer, performs related work as assigned.

MINIMUM EXPERIENCE AND TRAINING QUALIFICATIONS: Ability to understand and follow simple oral instructions, good physical condition to permit the lifting and carrying of heavy objects and to work under varying climatic conditions.

MAINTENANCE WORKER

DUTIES: Performs routine preventive maintenance and monitoring activities on equipment such as air handler's, refrigeration units, high and low pressure steam systems, HVAC systems, etc.; records meter and gauge readings; cleans filters and oils motors; replaces belts, filters, switches, gauges, motors, etc., assists skilled carpenters, plumbers, electricians or other higher level maintenance staff in performing maintenance, repair and construction activities, performs routine maintenance painting and patch plastering of building surfaces and equipment, performs routine maintenance carpentry work on such items as furniture, doors, windows, shelves, and floors, performs routine maintenance plumbing work such as unstopping toilets and drains, replacing faucets, valves and washers, and repairing water line leaks, performs routine maintenance electrical work such as replacing light bulbs, outlets, switches, etc., and limited repairs of electrical motors, generators and communication systems, performs minor repairs and adjustments to a variety of machines and equipment such as sewing machines, window air conditioners, general office equipment, metal furniture and structures, electronic medical equipment, wheelchairs, automotive equipment, kitchen appliances, etc., performs other related work as assigned.

MINIMUM EXPERIENCE AND TRAINING QUALIFICATIONS: Some knowledge of the standard tools and practices of the various trades such as mechanical, electrical, plumbing, painting, carpentry and plastering, some knowledge of the occupational hazards and safety precautions of the mechanical and building trades, ability to perform semi-skilled work in a variety of mechanical and building trades, ability to understand and follow oral and written instructions.

CUSTODIAL WORKER

DUTIES: Performs manual tasks in mopping, scrubbing, dusting, polishing and similar housekeeping tasks, dusts and cleans offices, exercises care to assure that materials are not defaced, damaged or destroyed, cleans restrooms and fixtures and also replenishes supplies, cleans dust and dirt from ceiling, walls, pipes, fixtures, floors and windows, strips, cleans, waxes and polishes floors, operates various powered equipment (i.e. mechanical scrubbers, polishers, washers) in performance of assigned duties, cleans wards and resident areas, cleans contaminated areas using such protective clothing, devices and agents as designated, operates passenger and freight elevators, does simple non-skilled maintenance to area and equipment, performs related work as assigned.

MINIMUM EXPERIENCE AND TRAINING QUALIFICATIONS: Some knowledge of materials, methods and equipment used in housekeeping work, ability to understand and follow simple oral and written instructions, and sufficient physical strength to perform a variety of routine manual tasks in the care, cleaning and general maintenance of building and equipment.

CLERK

DUTIES: The clerk indexes, files, and retrieves from various files. Must follow file retention schedules. Work is performed under moderate supervision. Receives incoming telephone calls, faxes and mail; answers routine inquiries, transfers calls to appropriate personnel, takes messages or refers inquiries to supervisor; may sort and distribute mail; may operate base radio to maintain communications with field personnel. Receives, indexes, and files in a designated file area or designates such a file area, if none exists, and then files. Searches files for specific data; checks individual files in and out as requested. Discards files as necessary or as directed. Microfilms records as time permits. Performs other responsibilities as required or assigned.

MINIMUM EXPERIENCE AND TRAINING QUALIFICATIONS: Ability to read, write, and perform mathematical calculations. Six months experience general clerical positions. Ability to input data into computer and generate routine reports.

SENIOR CLERK

DUTIES: The senior clerk prepares reports and forms, processes documents, maintains records, and performs other clerical duties. Must follow office and accounting manuals and department policies and procedures. Work is performed under moderate supervision. Prepares and types correspondence, reports, proposals, tabulations, and related documents and forms; verifies data and the accuracy of data. Maintains records and modifies reports on microcomputer; inputs various data files and records. Receives incoming telephone calls, faxes and mail; answers routine inquiries, transfers calls to appropriate personnel, takes messages or refers inquiries to supervisor; may sort and distribute mail; may operate base radio to maintain communications with field personnel. Reviews purchase orders, invoices and expense documents for accuracy and processes for payment; generates and compiles requisitions for materials and supplies; evaluates various requests received by mail, phone, or in person for completeness and accuracy. Performs filing and other miscellaneous clerical duties as required; schedules meetings; posts revisions for office manuals; may prepare bank deposits; routes incoming and outgoing mail and correspondence. Performs other duties as required or assigned.

MINIMUM EXPERIENCE AND TRAINING QUALIFICATIONS: Ability to read, write, and perform mathematical calculations. One year of experience in general clerical positions. Ability to input data into computer and generate routine reports.

TECHNICIAN

DUTIES: The technician is responsible for assisting in fleet management, facilities management, procurement, and enterprise management. Must follow appropriate department manuals and guidelines, and applicable federal and state statutes. Responsibilities are performed under moderate supervision. Provides support in preparing and processing specifications, bid requests, requisitions, bid openings, plans, building proposals, and reports for assigned areas. Provides support for collecting data from vendors, contractors, and governmental agencies for operations in assigned areas. Provides support to managers and professional staff by providing information and practice clarification as needed in the areas assigned. Maintains department records for bid proposals, stockroom, fleet equipment, facilities, and graphic support services. Prepares and maintains responses to correspondence in assigned areas. Provides technical support for all processes in assigned areas. Performs other duties as required or assigned.

MINIMUM EXPERIENCE AND TRAINING QUALIFICATIONS: Ability to read, write, and perform mathematical calculations. One year of experience in procurement, accounting, fleet management, or similar specific business areas. Familiarity with spreadsheet and word processing programs.

5a. SECURITY CLEARANCE AUTHORIZATION

(OPTIONAL) MAY BE REQUESTED BY MODOT MANAGEMENT

NAME: _____ DATE: _____
(PLEASE PRINT)

ADDRESS: _____

SOCIAL SECURITY NUMBER: _____

RACE: _____ MARITAL STATUS: _____

DATE OF BIRTH: _____

I hereby authorize and request release to the State of Missouri, _____
personnel, any and all records and information including, but not limited to, originals or copies of any
records, documents, reports, and criminal history records.

I understand that the State of Missouri, _____ personnel, will conduct a background
investigation before rendering a decision regarding my eligibility for employment and that this
authorization is a part of that investigation.

I voluntarily agree to cooperate in such investigation and release from all liability or responsibility the
State of Missouri _____ and all other persons, firms, corporations and institutions
supply the above requested information.

SIGNATURE

SUPERVISOR'S SIGNATURE

6. VENDOR INFORMATION & PREFERENCE CERTIFICATION FORM

Vendor Information

All bidders must furnish **ALL** applicable information requested below

| | |
|--|--|
| Vendor Name/Mailing Address: Email Address: | Vendor Contact Information (including area codes): Phone #: Cellular #: Fax #: |
| Printed Name of Responsible Officer or Employee: | Signature: |
| For Corporations - State in which incorporated: | For Others - State of domicile: |
| If the address listed in the Vendor Name/Mailing Address block above is not located in the State of Missouri, list the address of Missouri offices or places of business: <i>If additional space is required, please attach an additional sheet and identify it as <u>Addresses of Missouri Offices or Places of Business.</u></i> | |
| M/WBE INFORMATION: List all certified Minority or Women Business Enterprises (<u>M/WBE</u>) utilized in the fulfillment of this bid. Include <u>percentages</u> for subcontractors and identify the M/WBE certifying agency: <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 33%; text-align: center;"><u>M/WBE Name</u></div> <div style="width: 33%; text-align: center;"><u>Percentage of Contract</u></div> <div style="width: 33%; text-align: center;"><u>M/WBE Certifying Agency</u></div> </div> <div style="margin-top: 10px;"> <div style="border-bottom: 1px solid black; width: 33%;"></div> <div style="border-bottom: 1px solid black; width: 33%;"></div> <div style="border-bottom: 1px solid black; width: 33%;"></div> </div> | |
| <i>If additional space is required, please attach an additional sheet and identify it as <u>M/WBE Information</u></i> | |

Preference Certification

All bidders must furnish **ALL** applicable information requested below

| | |
|---|---|
| <u>GOODS/PRODUCTS MANUFACTURED OR PRODUCED IN USA:</u> If any or all of the goods or products offered in the attached bid which the bidder proposes to supply to the MHTC are <u>not</u> manufactured or produced in the "United States", or imported in accordance with a qualifying treaty, law, agreement, or regulation, list below, by item or item number, the country other than the United States where each good or product is manufactured or produced. | |
| Item (or item number) | Location Where Item is Manufactured or Produced |
| | |
| | |
| <i>If additional space is required, please attach an additional sheet and identify it as <u>Location Products are Manufactured or Produced.</u></i> | |

MISSOURI SERVICE-DISABLED VETERAN BUSINESS: Please complete the following if applicable. Additional information may be requested if preference is applicable. See below definitions for qualification criteria:

Service-Disabled Veteran is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.

Service-Disabled Veteran Business is defined as a business concern:

- a. Not less than fifty-one (51) percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than fifty-one (51) percent of the stock of which is owned by one or more service-disabled veterans; and
- b. The management and daily business operations of which are controlled by one or more service-disabled veterans.

Veteran Information

Business Information

Service-Disabled Veteran's Name (Please Print)

Service-Disabled Veteran Business Name

Service-Disabled Veteran's Signature

Missouri Address of Service Disabled Veteran Business

7. ANTI-COLLUSION STATEMENT

STATE OF _____)
) SS.
COUNTY OF _____)

_____ being first
duly sworn, deposes and says that he is _____
Title of Person Signing
of _____

Name of Bidder

that all statements made and facts set out in the bid for the above project are true and correct; and that the bidder (The person, firm, association, or corporation making said bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such bid or any contract which may result from its acceptance.

Affiant further certifies that bidder is not financially interested in, or financially affiliated with, any other bidder for the above project.

By _____

By _____

By _____

Sworn to before me this _____ day of _____, 20_____.

Notary Public

My Commission Expires _____

8. ANNUAL WORKER ELIGIBILITY VERIFICATION AFFIDAVIT

(For joint ventures, a separate affidavit is required for each business entity)

STATE OF _____)
) ss
COUNTY OF _____)

On the ____ day of _____, 20____, before me appeared _____,
Affiant name
personally known to me or proved to me on the basis of satisfactory evidence to be a person whose name is subscribed to
this affidavit, who being by me duly sworn, stated as follows:

• I, the Affiant, am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 285.530, RSMo, to enter into any contract agreement with the state to perform any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected, or due, including but not limited to all activities conducted by business entities.

• I, the Affiant, am the _____ of _____, and I am duly
title business name
authorized, directed, and/or empowered to act officially and properly on behalf of this business entity.

• I, the Affiant, hereby affirm and warrant that the aforementioned business entity is enrolled in a federal work authorization program operated by the United States Department of Homeland Security, and the aforementioned business entity shall participate in said program to verify the employment eligibility of newly hired employees working in connection with any services contracted by the Missouri Highways and Transportation Commission (MHTC). I have attached documentation to this affidavit to evidence enrollment/participation by the aforementioned business entity in a federal work authorization program, as required by Section 285.530, RSMo.

• I, the Affiant, also hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly employ, in connection with any services contracted by MHTC, any alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. § 1324a(h)(3).

• I, the Affiant, am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to Section 285.530, RSMo, the aforementioned business entity may be held liable under Sections 285.525 through 285.550, RSMo, for subcontractors that knowingly employ or continue to employ any unauthorized alien to work within the state of Missouri.

• I, the Affiant, acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not under duress.

Affiant Signature

Subscribed and sworn to before me in _____, _____, the day and year first above-
written. city (or county) state

Notary Public

My commission expires:

[Documentation of enrollment/participation in a federal work authorization program to be attached]

9. APPLICANT AFFIDAVIT FOR SOLE-PROPRIETORSHIP OR PARTNERSHIP

(a separate affidavit is required for each owner and general partner)

STATE OF _____)
) ss
COUNTY OF _____)

On this _____ day of _____, 20____, before me appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instruments, who being by me duly sworn, deposed as follows:

My name is _____, and I am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 208.009, RSMo, for failure to provide affirmative proof of lawful presence in the United States of America:

I am the _____ of _____, which is applying for a public benefit
owner or partner business name
(grant, contract, and/or loan) administered/provided by the Missouri Highways and Transportation Commission (MHTC), acting by and through the Missouri Department of Transportation (MoDOT).

I am classified by the United States of America as: (check the applicable box)

- ☐ a United States citizen.
☐ an alien lawfully admitted for permanent residence.

I am aware that Missouri law provides that any person who obtains any public benefit by means of a willfully false statement or representation, or by willful concealment or failure to report any fact or event required to be reported, or by other fraudulent device, shall be guilty of the crime of stealing pursuant to Section 570.030, RSMo, which is a Class C felony for stolen public benefits valued between \$500 and \$25,000 (punishable by a term of imprisonment not to exceed 7 years and/or a fine not more than \$5,000 – Sections 558.011 and 560.011, RSMo), and is a Class B felony for stolen public benefits valued at \$25,000 or more (punishable by a term of imprisonment not less than 5 years and not to exceed 15 years – Section 558.011, RSMo).

I recognize that, upon proper submission of this sworn affidavit, I will only be eligible for temporary public benefits until such time as my lawful presence in the United States is determined, or as otherwise provided by Section 208.009, RSMo.

I understand that Missouri law requires MHTC/MoDOT to provide assistance in obtaining appropriate documentation to prove citizenship or lawful presence in the United States, and I agree to submit any requests for such assistance to MHTC/MoDOT in writing.

I acknowledge that I am signing this affidavit as a free act and deed and not under duress.

Affiant Signature

Affiant's Social Security Number or
applicable Federal Identification Number

Subscribed and sworn to before me this _____ day of _____, 20_____.

Notary Public

My commission expires:

IF NOT SUBMITTING A BID, PLEASE COMPLETE AND RETURN THE FOLLOWING “NO BID FORM” TO ASSIST THE PROCUREMENT STAFF IN OUR PROCESS EVALUATION.

THANK YOU

NO BID

DATE: _____

TO: Missouri Department of Transportation- District 6
General Services (Procurement) Division
2309 Barrett Station Rd.
Ballwin, MO. 63021
(314) 301-1437- Fax #

FROM: _____

Our company is submitting “NO BID” on RFB # D612-001-RB for the reason(s) indicated below:

- ☐ Product or service is not available or cannot meet the required specifications.
- ☐ Other obligations-cannot make required deadline.
- ☐ The delivery point or work location is outside of our territory or coverage/service area.
- ☐ Other-Please explain below:

Company Contact Person:

_____ Phone# _____

- ☐ Please keep our name on the bidder’s list for future opportunities for this product/service.
- ☐ Please remove our name from your bidder’s list for this product or service.

FAILURE TO RETURN A QUOTE OR THIS FORM MAY RESULT IN REMOVAL FROM OUR VENDOR DATABASE FOR FUTURE OPPORTUNITIES.

Missouri Highways and Transportation Commission
Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions

STANDARD SOLICITATION PROVISIONS

- a. The solicitation for the procurement of the supplies referenced therein, to which these "Standard Bid Provisions, General Terms and Conditions and Special Terms and Conditions" are attached, is being issued under, and governed by, the provisions of Title 7 – Missouri Department of Transportation, Division 10 – Missouri Highways and Transportation Commission, Chapter 11 – Procurement of Supplies, of the Code of State Regulations. The Missouri Highways and Transportation Commission (**MHTC**), acting by and through its operating arm, the Missouri Department of Transportation (**MoDOT**), draws the Bidder's attention to said 7 CSR 10-11 for all the provisions governing solicitation and receipt of bids/quotes and the award of the contract pursuant to this solicitation.
- b. All bids/quotes must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

GENERAL TERMS AND CONDITIONS

Definitions

Capitalized terms as well as other terms used but not defined herein shall have the meaning assigned to them in section 7 CSR 10-11.010 Definition of Terms.

Nondiscrimination

- a. The Contractor shall comply with all state and federal statutes applicable to the Contractor relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, *et seq.*); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. Section 12101, *et seq.*).
- b. **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MHTC shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - i. withholding of payments to the Contractor under the contract until the Contractor complies, and/or,
 - ii. cancellation, termination or suspension of the contract, in whole or in part.

Contract/Purchase Order

- a. By submitting a bid/quote, the Bidder agrees to furnish any and all equipment, supplies and/or services specified in the solicitation documents, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the solicitation documents, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with any changes/additions, (2) the Contractor's bid response, and (3) the MHTC's acceptance of the bid by post-award contract or purchase order.
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the Contractor must receive a properly authorized notice to proceed and/or purchase order.

Applicable Laws and Regulations

- a. The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Cole County, Missouri.
- b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri, Missouri Department of Revenue, and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to MHTC a copy of their current Authority Certificate from the Secretary of State of the State of Missouri and/or a copy of their Certificate of No Tax Due from the Missouri Department of Revenue.
- c. Prior to the issuance of a purchase order and/or notice to proceed, all **out-of-state** Contractors **providing services** within the state of Missouri must submit to MHTC a copy of their current Transient Employer Certificate from the Missouri Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.

Executive Order:

The Contractor shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6th) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.

- 1) "By signing this Agreement, the Contractor hereby certifies that any employee of the Contractor assigned to perform services under the contract is eligible and authorized to work in the United States in compliance with federal law."
- 2) In the event the Contractor fails to comply with the provisions of the Executive Order 07-13, or in the event the Commission has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Commission reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.
- 3) The Contractor shall include the provisions of this paragraph in every subcontract. The Contractor shall take such action with respect to any subcontract as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Preferences

- a. In the evaluation of bids/quotes, preferences shall be applied in accordance with 7 CSR 10-11.020(7). Contractors should apply the same preferences in selecting subcontractors. The attached document entitled "**VENDOR INFORMATION AND PREFERENCE CERTIFICATION FORM**" must be completed and returned with the solicitation documents.

Missouri Highways and Transportation Commission
Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions

- b. Bidders are encouraged to obtain minority business enterprise (MBE) and women business enterprise (WBE) participation in this work through the use of subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful participation for M/WBEs. Bidders are encouraged to obtain 10% MBE and 5% WBE participation.

Cancellation of Contract

The MHTC may cancel the Contract at any time for a material breach of contractual obligations or for convenience by providing Contractor with written notice of cancellation. Should the MHTC exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Contractor.

Bankruptcy or Insolvency

Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntarily, or upon the appointment of a receiver, trustee, or assignee, for the benefit of creditors, the Commission reserves the right and sole discretion to either cancel the Agreement or affirm the Agreement and hold the Contractor responsible for damages.

Warranty

The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the MHTC, (2) be fit and sufficient for the purpose expressed in the solicitation documents, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.

Status of Independent Contractor

The Contractor represents itself to be an independent Contractor offering such services to the general public and shall not represent itself or its employees to be an employee of the MHTC. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold the MHTC, its officers, agents and employees harmless from and against any and all losses (including attorney fees) and damage of any kind related to such matters.

Non-Waiver

If one of the parties agrees to waive its right to enforce any term of this Contract, that party does not waive its right to enforce such term at any other time or to enforce any or all other terms of this Contract.

Indemnification

The Contractor shall defend, indemnify and hold harmless MHTC, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Contractor's performance of its obligations under the contract awarded pursuant to this solicitation.

SPECIAL TERMS AND CONDITIONS

Tax Exempt Status:

MHTC is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax. However, the Contractor may themselves be responsible for the payment of taxes on materials they purchase to fulfill the contract. A Project Tax Exemption Certificate will be furnished to the successful Bidder upon request if applicable.

The Contractor shall maintain or cause to be maintained at Contractor's own expense commercial general liability, automobile liability, worker's compensation insurance against negligent acts, errors or omissions of the Contractor, or its subcontractors and anyone directly or indirectly employed by any of them. Any insurance policy required as specified in this Section shall be written by a company that is licensed and authorized to issue such insurance in the state of Missouri and shall provide insurance coverage for not less than the following limits of liability:

- 1) General Liability: Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence;**
- 2) Automobile Liability: Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence;**
- 3) Missouri State Workmen's Compensation policy or equivalent in accordance with state law.**

Upon request from the Commission, the Contractor shall provide the Commission with certificates of insurance evidencing the required coverage and that such insurance is in effect.

Missouri Highways and Transportation Commission
Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions

Prohibition Of Employment Of Unauthorized Aliens:

- a. Non-employment of Unauthorized Aliens: Pursuant to Section 285.530, RSMo., no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. As a condition for the award of any contract or grant in excess of five thousand dollars by the State or by any political subdivision of the State to a business entity, or for any business entity receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the business entity shall:
- 1) By sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. E-Verify is an example of a federal work authorization program. The business entity must affirm its enrollment and participation in the E-Verify federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by providing acceptable enrollment and participation documentation consisting of **completed** copy of the E-Verify Memorandum of Understanding (MOU). For business entities that are not already enrolled and participating in a federal work authorization program, E-Verify is available at http://www.dhs.gov/files/programs/gc_1185221678150.shtm
 - 2) By sworn affidavit, affirm that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. A copy of the affidavit referenced herein is provided within this document, attached as 8.0- Annual Worker Eligibility Verification Affidavit.
- b. Proof of Lawful Presence For Sole Proprietorships and Partnerships: If the business entity is a sole proprietorship or partnership, pursuant to Section 208.009, RSMo., each sole proprietor and each general partner shall provide affirmative proof of lawful presence in the United States. Such sole proprietorship or partnership is eligible for temporary public benefits upon submission by each sole proprietor and general partner of a sworn affidavit of his/her lawful presence on the United States until such lawful presence is affirmatively determined, or as otherwise provided by Section 208.009, RSMo. A copy of the affidavit reference herein is provided within this document, attached as 9.0-Applicant Affidavit for Sole Proprietorship,etc.

Temporary Suspension of Work

- a. The **District Engineer** shall have authority to suspend work wholly or in part for such period or periods as may be deemed necessary when weather or other conditions are such that in the opinion of the engineer, the work may be done at a later time with advantage to MoDOT or for failure on the part of the Contractor to comply with any of the provisions of the Contract.
- b. If MoDOT suspends the work for its own advantages and not because of the Contractor's failure to comply with the Contract, the Contractor will be allowed an equal number of calendar days after the completion date for the completion of the work. MoDOT may at its discretion give the Contractor an extension of time for completing the work where the Contractor incurs delays for causes beyond his control.
- c. Normal rainfall is not considered a cause qualifying for an extension of time. Claim for extension of time for all causes must be submitted by the Contractor in writing within **30 Days** after the claimed cause for the delay has ceased to exist.